

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

METROPLEX ON THE ATLANTIC, LLC

Case No.: 15-42499 (CEC)

Debtor.
-----X

**ORDER AUTHORIZING THE ENGAGEMENT OF HILCO REAL ESTATE LLC
AS REAL ESTATE ADVISORS**

Upon the application dated December 1, 2015 (the “Application”)¹ of Metroplex on the Atlantic, LLC, the above-captioned debtor and debtor-in-possession (the “Debtor”) for entry of an order pursuant to section 327(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1 of the Local Bankruptcy Rules for the Eastern District of New York (the “Local Rules”), *inter alia*, authorizing the engagement of Hilco Real Estate LLC (“Hilco”) as Real Estate Advisors *nunc pro tunc* to the time Hilco commenced services on the Debtor’s behalf; and upon the Affidavit of Jeff Azuse, a Senior Vice President of Hilco, sworn to on November 30, 2015 (the “Azuse Affidavit”), which includes the statement of Hilco pursuant to section 329 of the Bankruptcy Code and Bankruptcy Rule 2016; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and having determined that this is a core matter pursuant to 28 U.S.C. § 157(b)(2), notice of the Application was sufficient under the circumstances and that no further notice need be given; Hilco is “disinterested” and eligible for engagement pursuant to sections 101(14) and 327(a) of the Bankruptcy Code, the terms of the

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

engagement are reasonable and appropriate, and that just cause exists for the relief granted herein, it is hereby

ORDERED, that the Application is granted to the extent provided herein; and it is further

ORDERED, that the Debtor is hereby authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a), 2016 and 5002, and Local Rule 2014-1, to engage Hilco as Real Estate Advisors *nunc pro tunc* to the time Hilco commenced its services on behalf of the Debtor, on the terms set forth in the Application, the Hilco Engagement Agreement and the Azuse Affidavit; and it is further

ORDERED, that Hilco shall be paid the commissions, break up fee and marketing budget reimbursements in such amounts, at such time and from such source(s) as set forth in the Application, the Hilco Engagement Agreement and the Azuse Affidavit; and it is further

ORDERED, that the terms of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED, that to the extent the Application and the Hilco Engagement Agreement are inconsistent with this Order, the terms of this Order shall govern; and it is further

ORDERED, that the Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

**Dated: Brooklyn, New York
December 17, 2015**




Carla E. Craig
United States Bankruptcy Judge